



I-09-002

Contract # 5110

(obtain from City Clerk)

CONTRACT REVIEW/ APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts

- Contact City Clerk's Office for Contract Number
- One copy of the Contract Routing Form
- Two original contract documents

2. Amendments/Change Orders

- Contact City Clerk's Office for a NEW Contract Number
- One copy of the Contract Routing Form
- Two original amendments/change orders
- One copy of the original contract

FILED
FEB 12 2009
CITY CLERK
CITY OF SHORELINE

CONTRACT DESCRIPTION

Originator:	Lanie Curry	Routed by:	Lanie Curry
Department/Division:	Human Resources	Date:	December 17, 2008
Type of Contract:	<input type="checkbox"/> (A) Addendum/Change Order <input type="checkbox"/> (W) Public Works <input type="checkbox"/> (O) Other		
	<input type="checkbox"/> (GR) Grants <input checked="" type="checkbox"/> (S) Purchase of Services		
	<input type="checkbox"/> (L) Lease Agreement <input type="checkbox"/> (I) Intergov't Agreement		
CONTRACT TITLE:	Agreement for sale of Flex-Passes b/w KC, Sound Transit and the City		
Brief Description of Services:	2009 Flex-Pass agreement to provide bus passes, vouchers and the Home Guarantee Program for the City's CTR Program.		
Contract Modification:	Has the original contract boilerplate language been modified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, list which sections have been modified:	Contract originated and prepared by King County		
Bid/RFP Number:			
Name of Consultant/Contractor:	King County and Sound Transit		
Effective Date:	January 1, 2009	Termination Date:	December 31, 2009

Total Amount of Contract (including reimbursable expenses):

Org Key - Obj Number:	1700024-5510	Amount:	\$15,755.00	J/L Number (if required):	
Org Key - Obj Number:		Amount:		J/L Number (if required):	
Org Key - Obj Number:		Amount:		J/L Number (if required):	
Org Key - Obj Number:		Amount:		J/L Number (if required):	

Budget: Are there sufficient funds in the current budget to cover this contract?

☒ Yes ☐ No

If no, where are the additional funds coming from?

Payment Terms (monthly installments, progress payments, etc.): net 60 days

Remarks:

SIGNATURE ROUTING

- | | |
|---|---|
| <input checked="" type="checkbox"/> 1. Project Manager/Director | <input type="checkbox"/> 6. City Council approval (if required) |
| <input checked="" type="checkbox"/> 2. Risk Management/Budget | <input type="checkbox"/> 7. City Manager |
| <input checked="" type="checkbox"/> 3. City Attorney | <input checked="" type="checkbox"/> 8. City Clerk |
| <input checked="" type="checkbox"/> 4. Send to Consultant for signature (only contract documents) | <input type="checkbox"/> 9. Originating Department |
| <input checked="" type="checkbox"/> 5. Department Director | |

PRIOR TO EXECUTION - MUST BE ATTACHED

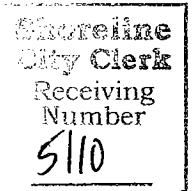
For Public/Small Works Contracts:

- | | |
|---|-----------------------------------|
| <input type="checkbox"/> Contractor Responsibility Form | <input type="checkbox"/> W-9 Form |
| <input type="checkbox"/> Contract Bond/In Lieu of Form | |
| <input type="checkbox"/> Certificate of Insurance | |

For Service Contracts:

- | |
|---|
| <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> W-9 Form |

AGREEMENT FOR SALE OF FLEXPASSES BETWEEN KING COUNTY, SOUND TRANSIT AND CITY OF SHORELINE



This Agreement (hereinafter, "Agreement") is made and entered into by and between King County (hereinafter individually, "KING COUNTY"), Sound Transit (hereinafter "SOUND TRANSIT"), or collectively referred to hereinafter as "TRANSPORTATION PARTIES", and City of Shoreline (hereinafter, "CITY").

RECITALS

- A. CITY and TRANSPORTATION PARTIES share the desire to provide a comprehensive transportation pass program that will reduce single occupant vehicle (SOV) commute trips and improve the mobility of CITY employees.
- B. KING COUNTY and SOUND TRANSIT are authorized to provide public transportation and generally promote alternatives to SOV commuting in King County, Pierce County and Snohomish County.
- C. CITY has a desire to provide incentives and benefits to its employees, which promote non-SOV commuting to its worksite.
- D. TRANSPORTATION PARTIES desire to create a single pass media that can be used to access a variety of services and benefits, which enable CITY employees to commute, by non-SOV modes.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree to the following.

1. PURPOSE

1.1 Purpose

This Agreement establishes a cooperative arrangement between TRANSPORTATION PARTIES and CITY for sale and distribution of FlexPasses to CITY's Eligible Employees at the rate set forth herein.

2. DEFINITIONS

2.1 Eligible Employees

Eligible Employees shall mean only those employees of the CITY who meet the following criteria: All permanent full-time benefited employees, including City Councilmembers, employed at the following CITY work site addresses: 17544 Midvale Avenue N, 1110 N 175th Street, 18560 - 1st Avenue NE, 19030 - 1st Avenue NE, 16006 - 15th Avenue NE, 16554 Fremont Avenue N and 1206 N 185th Street..

2.2 FlexPass Card

A FlexPass Card is a pass of predetermined duration, usually twelve (12) months, that allows each Eligible Employee, as defined in Paragraph 2.1, to choose from a variety of non-SOV commute options provided by CITY or TRANSPORTATION PARTIES. Each FlexPass Card shall bear the inscriptions "FlexPass", each TRANSPORTATION PARTIES' logo or an agreed to regional logo, and beginning and expiration dates in a design and color scheme mutually agreed upon by TRANSPORTATION PARTIES. FlexPass Cards shall also bear a fare amount on the face of the card, the amount of which shall be agreed upon by TRANSPORTATION PARTIES prior to the start of this Agreement. FlexPass Cards shall be produced by TRANSPORTATION PARTIES or their designated contractor. CITY shall pay the amount specified in Attachment A for production of FlexPass Cards. FlexPass Card's are non-refundable by TRANSPORTATION PARTIES, except as set forth in Paragraph 8.2. Eligible Employees may be asked to present a valid CITY identification card when using a FlexPass.

2.3 Trip Revenue

In the event of a generally applicable fare increase adopted by KING COUNTY or SOUND TRANSIT, the amounts shown in Attachment A may be increased at such time as a generally applicable fare increase is implemented by KING COUNTY or SOUND TRANSIT, and CITY shall be required to pay the amount of such increase to the appropriate TRANSPORTATION PARTY.

3. EMPLOYEE CONTRIBUTIONS AND COMMUTE BENEFITS AND INCENTIVES

3.1 Eligible Employee Contributions

CITY may require Eligible Employees to contribute toward the cost of a FlexPass Card, in the amount specified in Attachment A. CITY shall not require Eligible Employees to contribute more than fifty percent (50%) of the cost of an individual FlexPass Card, as set forth in Attachment A.

4. CITY RESPONSIBILITIES

4.1 Eligible Recipients Of A FlexPass Card

CITY shall ensure that only Eligible Employees, as defined in Paragraph 2.1, receive FlexPass cards.

4.2 Ordering FlexPass Cards

CITY shall provide to TRANSPORTATION PARTIES' representative, as listed in Section 16, the number of FlexPass Cards that CITY shall provide to Eligible Employees. The number of FlexPass Cards shall be listed in Attachment A. CITY shall allow TRANSPORTATION PARTIES at least four (4) weeks in advance of the cards' effective date to fulfill the request for FlexPass Cards. CITY understands that failure to provide the number of FlexPass Cards desired at least four (4) weeks in advance, may incur additional and extraordinary costs. Such costs may be related to, but are not limited to, overtime staffing, additional manufacturing charges and express delivery charges. These additional and extraordinary charges shall be borne solely by CITY.

4.3 Ordering Additional FlexPass Cards

CITY shall retain the right to purchase additional FlexPass Cards for distribution to Eligible Employees, over and above the number specified in Attachment A, during the term of this Agreement. CITY shall allow TRANSPORTATION PARTIES at least four (4) weeks to fulfill the request for additional FlexPass Cards. Requests shall be made to the TRANSPORTATION PARTIES' representative, as listed in Section 16. The cost for a single additional FlexPass Card shall be the Monthly Rate For Additional FlexPass Cards specified in Attachment A, times the number of whole and partial months remaining in the Agreement.

4.4 Receipt And Security Of FlexPass Cards

CITY agrees that all FlexPass Cards received from TRANSPORTATION PARTIES shall become the sole financial responsibility of CITY upon receipt and signature by an employee, official or agent of CITY. CITY agrees that it is solely responsible for providing proper storage and security measures for any and all FlexPass Cards received by CITY while in the custody of CITY. CITY shall be held liable for the equivalent value of a combination King County Metro/SOUND TRANSIT fare for each month remaining in this Agreement for each FlexPass Card that CITY cannot account for, either by distribution to an Eligible Employee, storage in a secure area, for each FlexPass Card not collected from an Eligible Employee who terminates their employment with CITY or otherwise becomes ineligible to receive and use a FlexPass Card under the terms of this Agreement, or for each FlexPass Card CITY cannot return to TRANSPORTATION PARTIES upon termination of this Agreement, as specified in Section 8.

4.5 Reporting

CITY shall immediately report to each of the TRANSPORTATION PARTIES any FlexPass Cards that are lost, stolen, damaged or otherwise not functioning properly in TRANSPORTATION PARTIES' transit coaches' electronic registering fareboxes. CITY shall return any and all FlexPass Cards to TRANSPORTATION PARTIES that CITY believes to be defective. CITY shall report to TRANSPORTATION PARTIES all FlexPass usage, changes to CITY's transportation program or other details as necessary.

4.6 Roster Of FlexPass Card Recipients

CITY shall maintain a roster of Eligible Employees who have been provided a FlexPass Card by CITY. Upon demand, CITY shall provide each TRANSPORTATION PARTY a copy of the roster.

4.7 FlexPass Employee Use Agreement Form

Each Eligible Employee who receives a FlexPass Card from CITY shall be required to read, sign and return to their employee transportation coordinator or department supervisor, an agreement form stipulating the uses and conditions of a FlexPass Card. The Employee Use Agreement Form, as set forth in Attachment B, is deemed mutually acceptable to both CITY and TRANSPORTATION PARTIES. Use Agreement Forms shall be kept on file by CITY for the term of this Agreement.

4.8 Collection of FlexPass Cards

CITY shall return to TRANSPORTATION PARTIES all FlexPass Cards issued to CITY within five (5) days of the effective date of termination of this Agreement. CITY shall be held liable for the equivalent retail value of a combination King County Metro/SOUND TRANSIT fare for each month remaining in this Agreement for each FlexPass Card not returned to TRANSPORTATION PARTIES upon termination of this Agreement.

4.9 Collection of Transit Ridership Data

CITY shall survey, or otherwise collect from CITY's Eligible Employees, any and all necessary daily transit ridership and commute data that TRANSPORTATION PARTIES deem necessary to accurately and fairly estimate Trip Revenue and the number of bus trips taken by Eligible Employees. TRANSPORTATION PARTIES shall provide to CITY a mutually agreed upon survey instrument or other suitable means in which to collect the most current and accurate ridership and commute data possible.

4.10 FlexPass Program Evaluation

CITY shall participate in any TRANSPORTATION PARTIES' evaluation of the FlexPass program, should such an evaluation be deemed necessary by any of the TRANSPORTATION PARTIES. Evaluation may be through such means as employee surveys, employee focus groups, and management interviews. TRANSPORTATION PARTIES shall provide CITY at least thirty (30) days advance notice prior to beginning such an evaluation.

4.11 Home Free Guarantee

CITY shall fulfill all conditions and responsibilities of the Home Free Guarantee program in accordance with the terms attached hereto and made part hereof as Attachment C.

4.12 Vanpool Services

The amount of the vanpool fare subsidy for each Eligible Employee shall be stated in Attachment A. If actual vanpool fares incurred by an Eligible Employee exceed the amount of the subsidy specified in Attachment A, the Eligible Employee shall pay the difference directly to the vanpool bookkeeper.

5. TRANSPORTATION PARTIES RESPONSIBILITIES

5.1 Transit Access

TRANSPORTATION PARTIES shall allow each CITY Eligible Employee displaying a valid FlexPass Card to ride on all parts of its regular route transportation system without additional charge, for trips up to the value printed on the card. TRANSPORTATION PARTIES shall honor each FlexPass Card issued under this agreement up to the expiration date on the Card or until this agreement is otherwise terminated. TRANSPORTATION PARTIES reserve the right to request additional payment at the time the transit trip is taken, if the cost of a trip on any TRANSPORTATION PARTY's regular transit service exceeds the fare value printed on the FlexPass Card. FlexPass Cards are not valid on any Husky, Mariners, Fourth of July, Tacoma Dome Station event parking, or other special event service at the sole discretion of TRANSPORTATION PARTIES.

5.2 FlexPass Card Administration

TRANSPORTATION PARTIES' Designated Representative shall manage production, ordering, replacement and delivery of FlexPass Cards to CITY, and other administrative tasks related to the FlexPass Card under this Agreement, other than those responsibilities stated as CITY responsibilities in Section 4.

5.3 Replacement FlexPass Cards

TRANSPORTATION PARTIES shall replace, at no additional cost to CITY, any FlexPass Cards deemed to be defective or otherwise unusable or inoperative. CITY may be issued temporary passes until TRANSPORTATION PARTIES can manufacture and deliver replacement FlexPass Cards. TRANSPORTATION PARTIES shall replace a lost or stolen FlexPass Card only once at a charge of \$50 per replacement card.

5.4 Confiscation of FlexPass Cards

In addition to any other rights under law, TRANSPORTATION PARTIES reserve the right to cancel and confiscate a FlexPass Card which is used out of date, altered, duplicated, counterfeited, transferred or distributed to unauthorized persons or otherwise invalid under the terms of this Agreement.

5.5 Collection Of Transit Ridership Data

TRANSPORTATION PARTIES shall provide to CITY, at no additional cost to CITY, a mutually agreed upon survey instrument or other suitable means in which to collect and measure the most current and accurate transit ridership and commute data of CITY's Eligible Employees. In addition, TRANSPORTATION PARTIES shall pay for all costs incurred in processing this survey instrument, but not costs incurred by CITY in distributing to and collecting from Eligible Employees, this survey instrument. TRANSPORTATION PARTIES shall make available to CITY, all data collected from CITY's Eligible Employees.

5.6 Home Free Guarantee

KING COUNTY shall fulfill all conditions and responsibilities of the Home Free Guarantee program in accordance with the terms attached hereto and made part hereof as Attachment C.

5.7 Vanpool Services

KING COUNTY shall allow each Eligible Employee holding a FlexPass Card to register as a vanpool participant subject to the availability of vanpool vehicles and minimum ridership requirements. The FlexPass Card will be honored as full or partial payment of vanpool fares, up to the amount specified in Attachment A.

6. PAYMENTS AND BILLING

6.1 Payment For This Agreement

CITY agrees to pay TRANSPORTATION PARTIES the total amount stated in Attachment A for participation in TRANSPORTATION PARTIES' FlexPass program. KING COUNTY shall present an invoice for amounts due to CITY's representative listed in Section 16. Payment shall be made in full by CITY according to the terms listed on the invoice, unless a payment schedule is mutually agreed upon by both parties and incorporated into this Agreement, in Attachment A. KING COUNTY shall invoice CITY for the amount(s) due for SOUND TRANSIT for additional FlexPass Cards purchased by CITY.

6.2 Late Payment Penalty

If any scheduled payments are not made by their due date, then the entire amount due under this Agreement may become immediately due and payable. Any late payment shall be subject to a penalty accruing at the maximum rate allowable by state law for each month that the payment remains due. If any check made payable to any of the TRANSPORTATION PARTIES by CITY is returned to a TRANSPORTATION PARTY for insufficient funds (NSF) in CITY's checking account, then CITY shall be assessed a \$25 (twenty-five) penalty by the TRANSPORTATION PARTY receiving the NSF check.

7. TERM OF AGREEMENT

7.1 Term

This Agreement shall take effect upon the exact day and expire on the exact day specified in this paragraph, unless terminated in accordance with the terms set forth in Section 8. This Agreement shall take effect at 12:00 a.m. on January 1, 2009 and shall expire at 11:59 p.m. on December 31, 2009.

8. TERMINATION

8.1 Termination For Cause

Any party may terminate this Agreement in the event the other fails to perform its obligations as described in this Agreement by providing written notice not less than fourteen (14) days prior to the effective date of termination.

8.2 Termination For Convenience

Any party may also terminate this Agreement for convenience and without cause by providing the other party with written notice not less than sixty (60) days in advance. If CITY has made payments in advance, CITY shall be entitled to reimbursement from each TRANSPORTATION PARTY for each valid FlexPass Card returned to TRANSPORTATION PARTIES. Such reimbursement shall be at the monthly rate set forth in Attachment A for the full months remaining in the term of the Agreement.

If CITY has accrued additional financial obligations to any TRANSPORTATION PARTY as a result of the provisions of this Agreement, either prior to termination or as a result of termination, CITY agrees to pay any outstanding amount due to the TRANSPORTATION PARTY. The TRANSPORTATION PARTY shall invoice CITY for the amount due according to the procedures outlined in Section 6.

9. RECORDS

9.1 Rights Of Review

Both CITY and TRANSPORTATION PARTIES shall retain the right to review records and documents related to this Agreement. If a records review is commenced more than sixty (60) days after the termination of the contract, the TRANSPORTATION PARTY requesting the review shall give ten (10) days notice to CITY of the date on which the records review will begin.

10. SUCCESSORS AND ASSIGNS

10.1 Written Approval

This Agreement and all terms, provisions, conditions and covenants hereof shall be binding upon the parties hereto and their respective successors and assigns. All parties, however, agree that they will not assign or delegate the duties to be performed under this Agreement without prior, written approval from the other parties.

11. LEGAL RELATIONS

11.1 No Partnership And No Third Party Beneficiaries

CITY and TRANSPORTATION PARTIES agree that this Agreement does not create a partnership or joint venture relationship between the parties, and does not benefit or create any rights in a third party.

11.2 Force Majeure

TRANSPORTATION PARTIES shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, resulting directly or indirectly from causes and circumstances beyond their control, including but not limited to late delivery or nonperformance by vendors of materials or supplies, incidences of fire, flood, snow, earthquake or other acts of nature, accidents, riots, insurrection, terrorism, acts of war, order of any court or civil authority, and strikes or other labor actions.

11.3 Costs of Legal Action

CITY shall be liable for any and all reasonable attorney fees, court costs and other expenses incurred by TRANSPORTATION PARTIES in the event TRANSPORTATION PARTIES pursue legal action to obtain the return of any FlexPass Cards or amount owing under this Agreement.

12. APPLICABLE LAW, FORUM

12.1 Terms

This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the parties as granted or imposed by state law. In the event that any litigation may be filed between the parties regarding this Agreement, CITY and TRANSPORTATION PARTIES agree that personal jurisdiction and venue shall rest in the Superior Court of the county where the TRANSPORTATION PARTY pursuing the action resides.

13. DISPUTES

13.1 Dispute Resolution Procedure

All claims or disputes arising out of or relating to this Agreement shall be referred to a panel consisting of CITY's Site Manager, KING COUNTY's General Manager, Transit Division, and SOUND TRANSIT's Chief Executive Officer, or their designees.

If this panel is unable to reach a mutually acceptable resolution, it shall appoint another person to serve as mediator in the effort to resolve the claim or dispute. Such mediation shall be required before an action may be filed to adjudicate the claim or dispute in a court of law.

14. ENTIRE AGREEMENT AND AMENDMENT

14.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof.

14.2 Amendments And Modifications

This Agreement may be amended or modified only by written instrument signed by the parties hereto.

15. SAVINGS

15.1 Definition

Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state or local law or regulation, the remaining provisions shall continue in full force and effect. All parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

16. CONTACT PERSONS

16.1 Definition


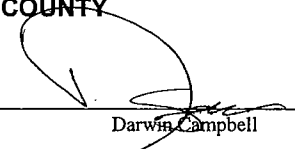
CITY and TRANSPORTATION PARTIES shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement, as well as ordering of all fare media and vouchers.


#35689	CITY OF SHORELINE	KING COUNTY, FLEXPASS CARD ORDERS & RETURNS
Contact Name	Lanie Curry	Jerry Waugh
Title	Human Resources Assistant	Customer Services Coordinator
Address	City of Shoreline	King County Metro Transit
	17544 Midvale Avenue N Suite 100	201 S. Jackson Street; MS KSC-TR-0412
	Shoreline, WA 98133-4921	Seattle, WA 98104-3856
Telephone	206-546-2622 801-2243	206-684-6778
Fax	206-546-1453	206-263-4809
E-Mail	lcurry@ci.shoreline.wa.us shoreline.wa.gov	jerry.waugh@kingcounty.gov
	SOUND TRANSIT	
Contact Name	Janine Sawyer	
Title	Project Assistant	
Address	Sound Transit	
	401 S. Jackson Street	
	Seattle, WA 98104-2826	
Telephone	206-398-5108	
Fax	206-398-5216	
E-Mail	janine.sawyer@soundtransit.org	

17. EXECUTION OF AGREEMENT

17.1 Definition

This Agreement shall be executed in three (3) counterparts, each one of which shall be regarded for all purposes as one original. In Witness Whereof, the parties have executed this Agreement as of the date first written above.

CITY OF SHORELINE		KING COUNTY	
BY 		BY 	
Title: Assistant City Manager		Title: Manager, Transit – Customer Services	
Date: 12/30/08		Date: 1-20-09	
SOUND TRANSIT			
BY King County per Agent Agreement			

Approved as to form:

 Shoreline City Attorney

FlexPass Agreement Attachment A - Agreement Costs

CITY City of Shoreline #35689

Start Date January 1, 2009

Area FlexPass zone North King County

Agreement Year #12

	Quantity	Rate (\$/card)	Cost
King County			
<ul style="list-style-type: none"> • Transit access • Home Free Guarantee (Up to 8 rides/employee/agreement) • Up to \$75 per month per vanpooler • Up to \$35 per month for Vanshare • FlexPass card administration 	137	\$95.46	\$13,078.02
• Commuter Bonus Plus voucher pool (137 FlexPass cards x \$15.00)	1 pool	\$2,055.00	Included
Total – King County	137	\$95.46	\$13,078.02
Sound Transit			
• Transit access	137	\$19.54	\$2,676.98
Total – FlexPass Agreement	137	\$115.00	\$15,755.00

Number of FlexPass Cards issued under this Agreement = 137

Payment Schedule = Net 60 days.

Eligible Employee Contribution (\$ per employee) = \$0.00

Monthly Rate for Service for ONE Additional FlexPass Card = \$8.12

Plus \$2.60 per card for Card Production and Administration

(Note: Calculation for Service based on \$97.40/12 months.

The Monthly rate does not include Commuter Bonus Plus vouchers.)

Allocation: King County = \$6.49

Sound Transit = \$1.63

Card production and

Administrative Cost = \$2.60

FlexPass Agreement - Attachment B
Sample Employee Use Agreement Form

CITY OF SHORELINE
FlexPass Use Agreement

As a FlexPass holder, I agree to the following:

1. The FlexPass is a benefit provided to me as an employee and is to be used only during the period I am employed by this CITY.
2. I will use my FlexPass for my own transportation only. I will not transfer my FlexPass to any other person.
3. I will keep my FlexPass secure and in good condition. I will immediately report a lost, stolen or damaged FlexPass to the Transportation Coordinator. I understand a lost FlexPass will be replaced only once per year at a charge of \$50.00. A non-working FlexPass will be replaced free of charge.
4. I will return my FlexPass upon request or when I leave my employment with this CITY. If I do not return my FlexPass, I authorize the amount of \$171.00, for each whole and partial month remaining on the FlexPass, to be withheld from my paycheck.
5. I understand that the FlexPass card is valid for the following:
 - A. 100% of transit fares on King County Metro and Sound Transit.
 - B. \$75 per month on King County Metro vanpools only. I am responsible for the balance of the vanpool fare each month, payable to the vanpool bookkeeper, which is in excess of the \$75 amount.
 - C. Up to \$35 per month on King County Metro vanshare vans only. I am responsible for the balance of the vanshare fare each month, payable to the bookkeeper, which is in excess of the \$35 amount.
 - D. King County's Home Free Guarantee program – up to 8 rides per year.

I acknowledge the receipt of my FlexPass, and understand and agree to the terms stated above on using the FlexPass.

Employee's Signature

Date

Employee's Printed Name

FlexPass Serial #

Employee's Department or Section

Transportation Coordinator Use Only - FlexPass returned:

Employee's Signature

Date

FlexPass Serial #

FlexPass Agreement Attachment C – Home Free Guarantee

Home Free Guarantee (hereinafter, "HFG") is a KING COUNTY program that guarantees payment for taxi fares incurred by Eligible Employees who meet the eligible criteria, as set forth below, and taken in accordance with the terms set forth below.

C.1 DEFINITIONS

C.1.1 Approved Commute Modes

Eligible Employees must have commuted from their principal residence or Park & Ride to the CITY's worksite by one of the following modes: Bus, carpool, vanpool, walk-on or bicycle-on ferry, bicycle, or walk.

C.1.2 Eligible Reasons For Using HFG

The following are the only eligible reasons for using HFG:

- a. Eligible Employee's or family member's unexpected illness or emergency.
- b. Unexpected schedule change such that the normal commute mode is not available for the return commute to the starting place of their commute. Unexpected means the employee learns of the schedule change that day.
- c. Missing the employee's normal return commute to the starting place of their commute for reasons, other than weather or acts of nature which are beyond the employee's control, and of which they had no prior knowledge. For example, the employee's carpool driver left work or worked late unexpectedly.

C.1.3 Non-Eligible Reasons For Using HFG

Reasons which are not eligible for HFG use include, but are not limited to, the following:

- a. Pre-scheduled medical or other appointments.
- b. To transport individuals who have incurred injury or illness related to their occupation. An HFG ride should NEVER be used where an ambulance is appropriate, nor should an HFG ride replace CITY's legal responsibility under workers' compensation laws and regulations.
- c. Other situations where, in the opinion of the CITY's Program Coordinator, alternate transportation could have been arranged ahead of time.

C.1.4 Eligible Destinations For An HFG Ride

- a. From the CITY's worksite to the Eligible Employee's principal place of residence.
- b. From the CITY's worksite to the Eligible Employee's personal vehicle, e.g. vehicle located at a Park & Ride lot.
- c. From the CITY's worksite to the Eligible Employee's usual commute ferry terminal on the east side of Puget Sound.

C.1.5 Intermediate Stops

Intermediate stops are permitted only if they are of an emergency nature and are requested in advance by the Eligible Employee and are authorized in advance of the HFG ride by the CITY's Program Coordinator (i.e. pick up a necessary prescription at a pharmacy; pick up a sick child at school).

C.2 CITY RESPONSIBILITIES

C.2.1 HFG Program Payment

CITY's payment for HFG services is accounted for in the base price of the FlexPass Agreement, as indicated in Attachment A.

C.2.2 Program Coordinator

CITY shall designate as many Program Coordinators as necessary to administer and perform the necessary HFG program tasks as set forth in this Attachment.

C.2.3 Number Of HFG Rides Per Eligible Employee

CITY shall ensure that each Eligible Employee does not exceed eight (8) HFG rides per twelve (12) month period.

FlexPass Agreement Attachment C – Home Free Guarantee (continued)

C.3 HFG Program Tasks

C.3.1 Process

To access HFG rides, Eligible Employees shall contact the Program Coordinator. The Program Coordinator shall call directly an answering service provider, contracted for by KING COUNTY. The phone number shall be supplied to CITY by KING COUNTY. CITY agrees to make information about how to access HFG rides available to all Eligible Employees. Program Coordinator shall obtain the following information from the Eligible Employee, and provide the information to the answering service provider:

- a. Verify the Eligible Employee has commuted to the worksite by an eligible mode.
- b. Verify the Eligible Employee has an eligible reason and eligible destination for an HFG ride.
- c. Ensure the Eligible Employee has valid identification to show the taxi driver.
- d. Once an Eligible Employee takes the emergency taxi ride, obtain from the Eligible Employee a receipt of the taxi trip.
- e. CITY's Program Coordinator shall forward copies of such receipts to KING COUNTY at the end of each month for record keeping and accounting purposes.
- f. The answering service provider will arrange taxi rides for the Eligible Employee.

C.4 KING COUNTY RESPONSIBILITIES

C.4.1 Participating Taxi CITY(s)

CITY agrees that neither KING COUNTY or answering service provider is responsible for providing transportation services under the HFG program. CITY further agrees that KING COUNTY makes no guarantee or warranty as to the availability, quality or reliability of taxi service, and that the KING COUNTY's sole obligation under the program is to make payment of the taxi provider for trips actually taken in accordance with the terms of this Agreement. CITY agrees it shall make no claims of any kind or bring any suits of any kind against the KING COUNTY for damages or injuries of any kind arising out of or in any way related to the HFG program. Without limiting the foregoing and by way of example only, the CITY agrees that KING COUNTY shall not be liable for any injuries or damages caused by negligence or intentional acts occurring before, during or after a taxi ride or for any injuries or damages caused by failure of a taxi to provide a ride due to negligence, intentional acts or causes beyond the taxi's control, including but not limited to incidence of fire, flood, snow, earthquake or other acts of nature, riots, insurrection, accident, order of any court or civil authority, and strikes or other labor actions.

C.4.2 Payment Of Authorized HFG Taxi Fares

KING COUNTY shall pay the metered fare amount of a CITY's Program Coordinator-authorized HFG ride, as defined in the DEFINITIONS section above, for a one-way distance of up to sixty (60) miles. CITY or Eligible Employee taking the HFG ride shall pay any fare for a one-way distance in excess of sixty (60) miles. KING COUNTY shall not pay any taxi driver gratuity. Taxi driver gratuity will be at the sole discretion of CITY or the Eligible Employee taking the HFG ride.

C.4.3 Reporting

KING COUNTY shall keep a complete record of all authorized HFG ride requests and provide a copy of this record to CITY's designated Contact Person if requested.

C.4.4 Program Abuse

KING COUNTY reserves the right to investigate and recover costs from the CITY of intentional abuse of the HFG program by Eligible Employees. Program abuse is defined as, but not limited to, taking trips for inappropriate reasons, unauthorized destinations and intermediate stops, and pre-scheduled appointments not defined in the DEFINITIONS section above.